Bangalore Electricity Supply Company Limited (BESCOM)

(A Govt. Of Karnataka Undertaking)

REQUEST FOR PROPOSAL (RFP)

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED, Corporate Office, K.R. Circle, Bangalore-560 001, Karnataka

Invites Electronic Bids from all the empaneled pre-qualified vendors for Data Entry, Digitization, and printing services listed by Department of Personal and Administrative Reforms(e-Governance), Government of Karnataka vide Order **"ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಿಆಸುಇ 113 ಇಜಿಎಂ 2020 ಬೆಂಗಳೂರು, ದಿನಾಂಕ:09.10.2023"** for the Work mentioned below, under Competitive Bidding against tender number

BESCOM/2023-24/SE0081

FOR

Digitization of documents using microfiche technology

Office of GM (ICT & MIS), BESCOM,
Belaku Bhavana,
K R Circle , Corporate Office, Bangalore-560001

Disclaimer

This Request for Proposal (RFP) is for Digitization of documents using microfiche technology for BESCOM. Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither BESCOM, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of BESCOM. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. BESCOM shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

This RFP includes certain statements, projections, targets and forecasts with respect to the Project. Such statements, projections, targets and forecasts reflect various assumptions made by the management, officers, employees, consultants, and experts of BESCOM, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

BESCOM shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of BESCOM in selecting the Agency who qualifies through this RFP shall be final and BESCOM reserves the right to reject any or all the bids without assigning any reason thereof. BESCOM may terminate the RFP process at any time without assigning any reason and upon such termination BESCOM shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BESCOM or any other costs incurred in connection with or relating to its Proposal (Bid). All such costs and expenses will remain with the Bidder and the BESCOM shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal (Bid) regardless of the conduct or outcome of the selection process

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KEY EVENTS AND DATES

1	Tender Inviting Authority	GM (ICT &MIS), BESCOM
2	Job Requirement	As per KPP portal (Karnataka Public Procurement Portal https://kppp.karnataka.gov.in)
3	Date of Publication of RFP	As per KPP portal
4	Last date of Receiving Queries/ Clarification	As per KPP portal
5	Time, Date, and venue of Pre - bid meeting	As per KPP portal
6	Date of Response to Bidder Queries	As per KPP portal
7	Last Date of Submission of bids	As per KPP portal
8	Bid Processing Fee Payable	As per KPP portal
9	Earnest Money Deposit	Rs.1,00,000/-
10	Name of the contact person for any clarification	GM(ICT & MIS), BESCOM Email: gmit@bescom.co.in Contact No:9449844720 DGM(IT3), BESCOM Email: dgmit3@bescom.co.in Contact No:9449844848
11	Date till which the bid submitted in response to RFP is valid	180 days from the last date of submission of bids.

1. SECTION I: INTRODUCTION

1.1 ABOUT BESCOM

Bangalore Electricity Supply Company hereinafter to be referred to as BESCOM is one of the Power Distribution Company of the State of Karnataka. The BESCOM supply electricity to all categories of users they be domestic, non-domestic, small / medium / large industrial or agricultural consumers. The supply of electricity to each and every citizen in the state is one of the most challenging operations as it involves, on one side forecast the demand of energy accurately and subsequently purchases the same and on other side distribute quality supply to all the consumers spread all across on 24x7 basis. The BESCOM have already taken various initiatives in order to improve its operational efficiencies and deliver enhanced services to the consumers under its jurisdiction.

1.2 OBJECTIVE OF RFP

The objective of this RFP is Selection of Bidder for Digitization of documents using microfiche technology for BESCOM.

Sl. No	Particulars	Contract Duration
1	Digitization of documents using microfiche technology for Corporate Office, BESCOM	1 year

2. SECTION II: INSTRUCTIONS TO BIDDERS

2.1 INSTRUCTION

The General Manager (ICT & MIS) Corporate Office, BESCOM on behalf of Bangalore Electricity Supply Company Limited, invites tenders vide Enquiry Tender No: BESCOM/2023-24/SE0081 in two part through Karnataka Public Procurement Portal (KPP Portal - https://kppp.karnataka.gov.in) for Selection of Bidder for Digitization of documents using microfiche technology for BESCOM.

2.2 COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, Techno - Commercial and other presentations etc., and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.3 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

2.4 LANGUAGE OF BID

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

2.5 CURRENCIES OF BID

Bidders may express their bid price in Indian Rupees only. Price Bid in any currency other than INR will be treated as non-responsive and hence will be rejected.

2.6 BID PRICES

- Unless otherwise specified in the Scope of Work, Bidders shall quote for the entire work on a Single Responsibility/ Turnkey basis such that the total Bid price covers all the obligations of the Bidder mentioned in or to be reasonably inferred from the Tender Document in respect of providing the product/services.
- Bidders are required to quote the price for the required items as per Scope of Work specified in RFP.
- The Price should be comprehensive and should comprises of all components required for execution of the project such as Software, Hardware, licenses, manpower and logistics.
- The prices quoted as part of the financial proposal must be firm and final and shall not be subject to any escalation, on any account whatsoever including statutory levies and taxes. No price variations will be allowed. Any increase in the rates of tax should be absorbed by the firm and any reduction in the rates of tax should be passed on to the BESCOM.

2.7 PERFORMANCE GUARANTEE

- The successful Bidder shall furnish the performance security of 10% of Contract Value, valid till 90 days after the contract period, in the form of BG issued by any nationalized bank or scheduled commercial bank within 15 days of issue of LOI.
- The contract performance guarantee will be released without any interest only after 90 days, after successful completion works and contract/guarantee period.
- No interest shall be paid by BESCOM to the Bank Guarantee issued.

2.8 BID VALIDITY

Bids submitted by Bidders shall remain valid for acceptance for 180 calendar days from the next day of the last date of Bid submission as mentioned in event date. A Bid valid for a shorter period may be rejected by the Purchaser as being non-responsive.

2.9 EARNEST MONEY DEPOSIT (BID GUARANTEE)

- The Bidders shall pay an EMD as specified in the Key Events and Dates section through any of the four e-payment modes mentioned in the KPP Portal.
- E-payment modes for Tender Processing Fee & Earnest Money Deposit

The supplier/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPP portal using any of the following payment modes:

a. Credit Card
b. Direct Debit
c. National Electronic Fund Transfer (NEFT)
d. Over the Counter (OTC)

- Return of EMD Amount:
  a. Earnest Money Deposit paid by the unsuccessful Bidders will be returned as soon as possible after the tender has been finalized.
  b. Earnest Money Deposit of the successful Bidder will be refunded after fulfilment of the Performance Guarantee Clause.
  c. The deposit towards EMD shall not carry any interest.
  d. Permanent EMD will not be considered.

- The EMD may be forfeited:
  e. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or
  f. In case of a successful Bidder fails to sign the Contract or furnish the Agreement within the prescribed date or
  g. In case of a successful Bidder fails to furnish the bank guarantee.

2.10 DEADLINE FOR SUBMISSION OF BIDS

Bids must be uploaded in the KPP Portal on or before the date specified in the document or the KPP portal. BESCOM may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.11 MODIFICATION AND WITHDRAWAL OF BIDS

- The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by owner prior to the deadline prescribed for submission of bids.
- No bid may be modified subsequent to the deadline for submission of bids.
- No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

2.12 FORMAT OF BID

- The bids shall be uploaded in the KPP portal, on or before the last date and time of submission of bids. Bids not submitted through KPP portal will be disqualified.
- All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the KPP Portal(https://kppp.karnataka.gov.in).

2.13 CONTENTS OF TENDER DOCUMENT

- The services required, bidding procedures, contract terms, etc. are prescribed in the Tender Document. Bidders are expected to examine all instructions, terms &conditions, specifications, annexures, forms and other information in the Tender Document. Failure to furnish any or all information as required or submit a Bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the Bid.

2.14 BIDDER TO OBTAIN INFORMATION

The Bidder shall for all purposes deemed to have independently obtained all necessary information for the purpose of preparing the Bid. The correctness of the details given in the Tender Document is for guideline information only, to help the Bidder prepare the Bid. The cost of visiting the sites shall be borne by the Bidder. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not providing services in strict conformity with scope and special conditions of the contract.

2.15 CLARIFICATION ON TENDER DOCUMENT

If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to owner.

A prospective Bidder requiring any clarification on the RFP Document may submit queries, through email, at the e-mail Address and as per schedule indicated in "Key events and dates". The queries must be submitted in the following format only to be considered for clarification.

Sr. no.	Section no./ Clause no.	Page no.	Description/ Reference/ Subject	Clarification Sought

The queries not adhering to the above mentioned format would not be responded. BESCOM will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in KPP portal. The clarifications (including the query but without identifying the source of inquiry) will be uploaded on the Karnataka Public Procurement portal (https://kppp.karnataka.gov.in).

Owner will respond by uploading corrigendum if any in the website.
Verbal clarification and information given by owner or employee(s) or representative(s) shall not in any way be binding on owner.

2.16 AMENDMENT OF BIDDING DOCUMENT

- At any time prior to the deadline for submission of the Bids, Purchaser may, for any reason, whether at its own initiative or in modify the Tender Document by issue of an addendum/corrigendum.
- In addition, Purchaser may issue addendum/corrigendum to the Tender Document to make/reflect amendment(s) in terms & condition or Scope of Work specified in this Tender Document.
- Any such addendum/corrigendum will be made available at the Karnataka Public Procurement Portal. No separate communication in this regard shall be made with any Bidder. It will be the responsibility of the Bidder to regularly visit the website to keep themselves updated on such changes.
- No clarification obtained through verbal communication by the Bidders from any officer, agent or employee of the Purchaser or any staff of the Program Management Consultant will be deemed as addendum/corrigendum to the Tender document.

2.17 GENERAL INSTRUCTION FOR BID PREPARATION

- The Bidders are advised to submit their Bids complete in all respect. The Bidder shall submit a comprehensive list of attached forms/declarations/certificates etc. in response to Tender Document.
- The Scope of Work specified in this Tender Document shall be executed strictly in accordance with the conditions specified in the General Conditions of Contract and other conditions specified in various sections of this Tender Document. If any of the aforesaid condition is not clear to a Bidder, clarification may be sought from the Purchaser as per the provisions of clause 2.15 (Clarification on Tender Document).
- The Bidders must accept all the conditions specified in the Tender Document to facilitate early finalization of Bids. Separate set of commercial conditions (such as Bidder's standard printed conditions) enclosed with the offer and any reference there to may prevent the Bid from being considered by the Purchaser.

2.18 PREPARATION OF BID/PROPOSAL

- Bidder shall submit one bid. If Bidder submits more than one Bid, such all Bids shall be disqualified.
- The Bid/Proposal as well as all related correspondence exchanged by the Bidders and the Purchaser shall be written in English language, unless specified otherwise.
- In preparing their Bid/Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Any deficiencies in providing the information requested may result in rejection of a Bid/Proposal.
- The Technical Bid/Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive. Bidder could be attached separate sheet for this.

2.19 FINANCIAL BID/PROPOSALS:

- The Financial Proposal shall be directly entered in the KPP Portal. It shall list all costs associated with the Assignment/Job, including the various deliverables costs and taxes. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
- Bidders are to Enter/Key-In the bid price directly in the Karnataka Public Procurement (KPP) Portal of GoK, in the financial bid section. This is as per the GOK Circular: ಸುತ್ತೋಲೆ ಸಂಖ್ಯೆ: ಆಇ 165 ವೆಚ್ಚ-12/2017 dated 21/3/2017.As per the circular only the price entered/keyed-in the KPP portal is to be considered for bidding purpose and no document uploaded as financial bid is to be considered.
- Bidders should not upload the Price bid form in the portal in technical or financial section (there is no provision for upload in financial section of KPP portal.). If bidder uploads financial bid in the technical section such bids will be summarily disqualified.
- The best and firm price should only be quoted (as per the format enclosed).
- The bidder must quote in Indian Rupees (in INR) only. Bids in currencies other than INR would not be considered and the bid will be rejected forthwith.
- The prices offered shall be on a fixed price basis inclusive of all taxes and should not be linked to the foreign exchange or any other variable.
- The prices offered should be inclusive of all the deliverables mentioned in Section IV: Scope of work.

2.20 RIGHT OF PURCHASER TO ACCEPT OR REJECT BIDS

- The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.
- The right to accept the Bids in response to this Tender Document will rest with the Purchaser. The Purchaser further does not bind himself to accept and reserves the authority to reject any or all the Bids received without assigning any reason whatsoever.

2.21 BID OPENING

- The KPP portal allows the Purchaser to download and open the e-submitted bid files from bidders only after the time for opening the bids. The bids will be opened as per dates given in the KPP portal.

2.22 BID EVALUATION

- The evaluation process of the tender, proposed to be adopted by the Purchaser is indicated under this clause.
- **Evaluation of Pre-Qualification & Technical criteria**

a) First the Pre-Qualification and Technical Proposal will be evaluated as per section 3.1 and only those bidders who qualify the requirements will be considered responsive. Bids that are not substantially responsive are liable to be disqualified at BESCOM discretion. BESCOM will review the documents of the bidder. Commercial Proposal of Bidders, who do not meet the Pre-Qualification & Technical criteria will not be opened.

b) Documents and required forms uploaded by the bidders as part of the Pre-Qualification & Technical criteria will be opened and evaluated for compliance in this stage of evaluation.

- **Evaluation of Financial Bid**

  Only those bidders who are responsive will be considered for financial evaluation. The financial evaluation is on least cost (L1) basis.

2.23 NEGOTIATIONS

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. However, BESCOM reserves the right to negotiate price before awarding the contract.

2.24 AWARD CRITERIA

- LOI will be issued to the successful L1 Bidder.
- The successful bidder shall sign the Contract Agreement and Non-Disclosure Agreement with BESCOM in the prescribed format of BESCOM.
- Selected Bidder shall submit a Bank Guarantee issued by a public sector nationalized bank or scheduled commercial bank payable at Bengaluru towards contract performance guarantee covering 10% (Subject to change as per company rules) of the contract value valid up to 90 days after the end of contract period.
- After fulfilment of conditions mentioned in LOI and submission of necessary documents, Contract Order will be awarded.

2.25 RIGHT TO ACCEPT/REJECT ANY OR ALL BIDS

Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for owner's action.

2.26 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

2.27 NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful Bidder in writing, that its bid has been accepted.

2.28 CONTRACT PERIOD

Contract period for Digitization of documents using microfiche technology for Corporate Office, BESCOM is 1 year.

2.29 LIQUIDATED DAMAGES AND PENALTY

- If the selected bidder fails to deliver any or all of the services within the period specified in the Contract, BESCOM may without prejudice to all its other remedies under the contract, deduct from the Contract Price, a sum equivalent to 0.5% of the value of the Services, rendered beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of value of such services/ incomplete portions.
- The selected bidder shall bear in mind that time is the essence of the Contract. If the Contractor fails to complete the Scope of Work of the Project or any part thereof with in the time of completion, BESCOM shall recover from the Contractor as Liquidated Damage (LD) for such default and not as a penalty, without prejudice to the BESCOM's Other remedies under the Contract. For imposition of LD, the loss/ damages suffered by the BESCOM due to delays by the Contractor are the basic criteria.
- The total recovery against liquidated damage in all cases, however, shall not exceed ten percent (10%) of the total contract. If the amount of LD exceeds this limit, the BESCOM reserves right to terminate the Contract and forfeit Performance Bank Guarantee.

2.30 CONSORTIUM AND SUB-CONTRACTING

- Only empaneled pre-qualified vendors for Data Entry, Digitization, and printing services listed by Department of Personal and Administrative Reforms(e-Governance), Government of Karnataka vide Order **"**ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಿಆಸುಇ 113 ಇಜಿಎಂ 2020 ಬೆಂಗಳೂರು, ದಿನಾಂಕ:09.10.2023**"** are eligible to participate in this tender.
- Consortium, Joint Venture and Sub-Contracting is not Permitted in this Tender.

2.31 TERMINATION OF CONTRACT

In case the service provider fails to complete the work or provide services within the contracted period or if found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date the Company shall exercise its discretionary powers on any or all the following:

- to recover from the service provider, as agreed, liquidated damages or by way of penalty, the amount as per penalty clause above; and
- to avail the services elsewhere, after giving due notice to the service provider on account and at the risk of the Service provider
- to cancel the Contract order
- to forfeit the bank guarantee, if it has been submitted.
- to blacklist or not to consider future offers for a specified period.

2.32 LIMITATION OF LIABILITY

The vendor's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, or otherwise),shall be limited to the contract value provided, however this limitation shall not apply to any liability for damages arising from a)willful misconduct or b)indemnification against third part claim for infringement c) or tortuous liability arising out of misconduct or negligence or d) death.

BESCOM shall not be liable to the bidder in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract.

2.33 FORCE MAJURE

Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays BESCOM or the contractor in the performance of their obligation under the contract, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected party and could not have been avoided if the affected party had taken reasonable care or complied with prudent utility practices.

- Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landside, flood, cyclone, typhoon, tornado, war embargo or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years, or
- Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, or
- Any event or circumstance of a nature analogous to any of the above.

2.34 SETTLEMENT OF DISPUTES

- Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the Parties.
- If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contractor, arising out of the Contract for the Performance of the Works whether during the progress of the Works or after its Completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer, who, within a period of thirty, (30) days after being requested by either Party to do so, shall give written Notice of the decision to the Owner and the Contractor.
- Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Parties until the Completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence.
- During settlement of disputes and Court Proceedings, both Parties shall be obliged to carry out their respective obligations under the Contract.

2.35 ARBITRATION

- All disputes or differences in respect of which the decision, if any, of the Project Manager and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration in the manner provided herein below:
- The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Employer and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.
- The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be Bangalore.
- The decision of the majority of the arbitrators shall be final and binding upon the parties. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
- During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.
- The courts of Bangalore only shall have the exclusive jurisdiction to deal with any issues arising out of the contract.

2.36 RISK PURCHASE CLAUSE

In the event of service provider fails to execute the project as stipulated in the delivery schedule, or to the satisfaction of purchaser. Purchaser reserves the right to procure similar services from the next eligible bidder or from other alternate sources at the risk, cost and responsibility of the service provider. Before taking such a decision, Authority shall serve a notice period of 3 days to the service provider. Total Liability of the service provider towards this Clause is limited to 100% of the contract value.

2.37 BANKRUPTCY

If the contractor shall become bankrupt or otherwise insolvent or have a receiving order made against or compound with other creditors, or being a Corporation, commerce to be wind up, not being a voluntary winding up for the purpose only of amalgamation/reconstruction, or carry on its business under a receiver for the benefit of its creditors or any of them, BESCOM will be at liberty to terminate the contract forthwith by notice in writing to the second party may become vested and BESCOM reserves the right to encash the Contract Performance Guarantee.

2.38 INSURANCE

The Contractor shall at his own expense carry and maintain insurance with reputed insurance companies as per the applicable law of India to the satisfaction of BESCOM.

2.39 COMPLIANCE WITH LAWS AND REGULATIONS

The laws and regulations which are applicable to the Contractor and under which the Contract is to be constructed shall be Indian Laws and Regulations. The other terms and conditions regarding with compliance with laws and regulations are as below.

- The Contractor shall, in all matters arising in the performance of the Contract, comply with all respects, give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulation or by-law of any duly constituted authority.
- The Contract shall in all respect be construed and interpreted in accordance with the Laws in force in India, including any such Laws passed or made or coming into force during the period of the contract.

3. SECTION III: PRE-QUALIFICATION CRITERIA

3.1 PRE –QUALIFICATION CRITERIA

Bidder shall submit following documents in KPP Portal.

SL No	Criteria	Documentary to be uploaded in KPP Portal
1	Proof of pre-qualified Empaneled vendor for Data Entry, Digitization, and printing services listed by Department of Personal and Administrative Reforms(e-Governance), Government of Karnataka vide Order **"ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಿಆಸುಇ 113 ಇಜಿಎಂ 2020 ಬೆಂಗಳೂರು, ದಿನಾಂಕ:09.10.2023"**	Copy of the Government Order/Certificate issued should be uploaded in KPP Portal.
2	The bidder must not have been blacklisted/ defaulted in services against Purchase Orders or Work order placed by Government Department/PSUs / Utilities.	Scanned Copy of Self-declaration by the bidder on Notarized stamp paper of Rs. 200/- adhering to this clause. Should be submitted in prescribed format (FORM 3)
3	Bidder's Organization details	Should be submitted in prescribed format (FORM 1)
4	Acceptance of Terms and Conditions of RFP	Should be submitted in prescribed format (FORM 4)
5	Approach followed by Bidder for the Execution of Work	Details of approach and methodology followed for execution of work

4. SECTION IV: SCOPE OF WORK

4.1 PREAMBLE

- BESCOM Corporate office has lot of physical documents/files which needs to be digitized.
- Digitization should be available with the following technical features.
    - Tangible Technology with Independent Storage should be used for long time preservation of Valuable Data
    - The solution should have easy storage and retrieval of records.
    - The solution should support low storage space (1 Crore records 1 cabinet).
    - The solution should be safe and should be safe from cyber threats.
    - The solution should be independent of Hardware & Software versions and should not be dependent of version Migration.
    - The solution should be intelligent to handle Human Error (like deletion, modification and Corruption of data)
    - The solution should be easy to use by BESCOM internal team without any additional cost.
    - The solution should not allow data alter, modification and deletion once written on media.

4.2 PROJECT SCOPE

- The Vendor should Collect the files/documents/records from sections of Corporate office, BESCOM

- Vendors will be responsible for proper handling of records, data confidentiality and will be responsible for any missing of the document and data breach.
- Vendors are required to handle these documents/files carefully.
- Vendor should Carefully remove the tags and pins to the file and unfold the folded pages and clear the edges that would have been torn.
- Scan the documents using appropriate scanner like ADF, Flat Bed or Overhead Scanner with suitable resolution to have clear readable image.
- Once the scanning of the file is done, the physical document must be returned in original condition to the respective document stakeholders.
- Scanning should be carried out Using appropriate scanner & Quality Check of images for clarity at 300 dpi – 600 dpi, file format JPG/PDF/TIFF, without compromising the quality of digital copies.
- Every Documents/Files should be done with Pre-Organizing, Unique Coding, Section wise, year wise, Un - tagging, Un - Pinning, of the physical files pre & Post Scanning and Digitization
- Every File should be done with indexing, Meta Data would be captured in the key from image (KFI) method & Cataloguing.
- Once the scanning is done scanned images needs to be archived in Microfiche for long term archival.
- The successful bidder should give necessary devices along with licenses for retrieving data from microfiche.
- Once the work is done, the vendor should hand over the scanned data along with Microfiche films to respective sections.
- The work should be carried out on BESCOM premises during office working hours.
- All the necessary equipment's, computers, Scanners, and any other devices needed to execute the project needs to be brought by the service provider and which can be taken back after completion of the work.
- The Size of documents/pages can be in A1, A0, A2, A3 and A4 Size.
- The vendor is responsible for the document security. In case of loss of any document, appropriate remedy including penalty may be imposed on the vendor for the loss suffered. A committee shall be constituted for assessing the damages and finalizing the appropriate remedial measures.
- The files /documents will not be allowed to be removed from space/premises allocated to the firm.
- Under no circumstances, the documents shall be changed, mutilated, destroyed or replaced by some other documents.
- The Bidder should take precautions with documents in an orderly manner without disturbing the chronology of the documents and without mixing pages between different documents.
- It is the absolute responsibility of the vendor to ensure that the contents of the digitized documents shall be an exact replica of the original paper document maintained as part of the records in the files. This will be a mandatory condition for the vendor to authenticate the validity of the digitized documents.
- Authority may direct to get all the documents scanned and digitized afresh by any other vendor, if it is found that the vendor has not performed the task of scanning digitization satisfactorily and the images are of poor quality and expenditure in doing so incurred by authority shall be deducted from the vendor's bill.

4.3 DELIVERABLES

- The Firm shall complete the entire scope of work Mentioned below within 6 months of contract.
- The firm shall handover scanned copy and Microfiche film to respective sections and submit work completion certification given by respective sections to GM(ICT&MIS), BESCOM
- The firm shall give demo and impart training to respective sections of corporate office at free of cost regarding search, retrieval and storage of documents using microfiche technology.

4.4 CONTRACT PERIOD

The total Contract period is 1 Year from the date of the Contract Order. The Contract period includes digitization documents and handover scanned copy and Microfiche film to respective sections and impart training to respective sections of corporate office at free of cost regarding search, retrieval and storage of documents using microfiche technology.

4.5 AGREEMENT

Firm shall enter into an agreement on appropriate face value of stamp paper as per, Karnataka Stamp Act 1957 in the prescribed format within 15 days from receipt of the Letter of Intent failing which BESCOM may cancel the offer. The Agreement shall be executed at office of GM (ICT&MIS), Corporate Office, BESCOM. The agency shall furnish the Non-Disclosure agreement before signing the contract agreement.

4.6 EXIT MANAGEMENT

After completion of Contract period, at any point of time the following exit management procedure shall be applicable.

- Termination: Wherein the performance of the agency is not satisfactory and Pursuant to the termination clauses of the contract order subject to recovery of damages from the agency.
- Expiration: On expiry of the contract, agency shall include handover of all stakeholder data.
- The Contract agency shall give training/Knowledge Transfer of the technology used to the BESCOM nominated officers at the time of exit.

4.7 PAYMENT TERMS

Payments will be arranged by ICT & MIS Section, BESCOM, Bangalore on receipt of Invoice from the firm and against successful delivery of deliverables as per DELIVRABLES clause 4.3 and against Completion certificate certified by respective sections duly mentioning the Number of pages/files digitized as per format FORM 5 & Payments will be arranged based on the number of pages/files digitized.

5. SECTION V: FORMS

5.1 FORM: 1 BIDDER'S ORGANIZATION DETAILS

(To be uploaded on the Letterhead)

Sr. No.	Particulars	Details
1.	Name of the Bidder organization	
2.	Address of the Bidder	
3.	Status of the Company (Public Ltd/ Pvt. Ltd)	
4.	Details of Incorporation of the Company	Date:
		Ref. #
5.	Details of Commencement of Business	Date:
		Ref. #
6.	Valid GST registration no.	
7.	Permanent Account Number (PAN)	
8.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
9.	Telephone No. (with STD Code)	
10.	E-Mail of the contact person:	
11.	Fax No. (with STD Code)	
12.	Website	

Yours faithfully,

Authorized Signature [In full and initials]
Name and Title of Signatory:
Company Name: Company Seal
Address:
Place:
Date:

5.2 FORM: 2 PROFORMA FOR CONTRACT PERFORMANCE GUARANTEE

Proforma for Bank Guarantee (For or Contract Performance Guarantee)

(To be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Bank Guarantee no…… Date: / /

To,
General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
5th Floor, Belaku Bhawan, K R Circle , Corporate Office,
Bangalore-560001, Karnataka, India

Dear Sir,

In consideration of the.... *[Purchaser's Name]* …….. (Hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assignees) having awarded to M/s …….. *[Contractor's Name]* …….. with its Registered/Head Office at..... . (Hereinafter referred to as the 'Contractor'), which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a Contract by issue of the *Purchaser's* Letter of Acceptance no. ..... dated ..... and the same having been acknowledged by the Contractor, for …….. [Contract sum in figures and words] for ……. *[Scope of Work]* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to three percent (10%) of the Contract Price (Subject to company norms)of the aforesaid work under the Contract to the Purchaser.

We..... [Name & Address of the Bank]…..... having its Head Office at..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Contractor to the extent of ..... …….. (*) ..... as aforesaid at any time up to..... (@) ..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantees herein contained shall continue to be enforceable till the Purchaser discharges this guarantee or till ……[day/month/year] whichever is earlier.

The Purchaser shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the

Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Contractor's liabilities.

Our liability under this Bank Guarantee shall not exceed ……..

This Bank Guarantee shall be valid up to and including ……

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Purchaser serve upon Bank a written claim or demand within ninety (90) calendar days from the above mentioned expiry date of validity or, from that of the extended date.

Dated this…….. day of …….. 2023 at……..

WITNESS

…….. ……..

(Signature) (Signature)

…….. ……..

(Name) (Name)

…… ……..

(Official Address) (Designation with Bank Stamp)

Attorney as per with Power of Attorney no……..

Note: The Stamp paper of Rs.200/- value shall be purchased in the name of guarantee issuing Bank.

5.3 FORM: 3 DECLARATION ON NOT BEING BLACKLISTED/DEFAULTED

(To be submitted on the Letterhead of the Company)

To,

General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
5th Floor, Belaku Bhawan, K R Circle , Corporate Office,
Bangalore-560001, Karnataka, India

Dear Sir/Madam,

We confirm that our company is not blacklisted/ Defaulted for any fraudulent actions by BESCOM or by any state/central Government institution or any Public Sector Organization.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature

Name & Designation

For and on behalf of

(Name of Applicant or Bidder)

Company Seal:

Place:

Date:

5.4 FORM: 4 DECLARATION OF ACCEPTANCE OF TERMS AND CONDITIONS IN RFP

(To be submitted on the Letterhead)

To,

General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
5th Floor, Belaku Bhawan, K R Circle , Corporate Office,
Bangalore-560001, Karnataka, India

Sub.: "[Insert Tender Name]".

Dear Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP document [Tender no. ……..] for [Tender Name].

I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Company Name: Company Seal

Address:

Place:

Date:

5.5 FORM: 5 PRICE BID FORMAT

(NOT TO BE UPLOADED ALONG WITH TECHNICAL DOCUMENT)

The Total Price should be entered/Keyed in the KPPP portal in financial bid section.

In-order to obtain the item wise unit rate, the L1 bidder need to provide the split up of the item wise cost in the below format before placing the order.

(To be submitted on the Letterhead)

Sl. No	Description	No of Pages / Files	Unit Price	Total Price	GST %	GST Amount	Total amount
1	Cost of Documents / Project Files for Pre Organizing , Unique Coding , Section wise , year wise , Un - tagging , Un - Pinning , of the physical files pre & Post Scanning and Digitization per page	9,15,000					
2	Cost of A4 Paper Scanning is carried out Using appropriate scanner & Quality Check of images for clarity at 300 dpi - 600dpi , file format JPG / PDF / TIFF per page	9,15,000					
3	Cost of creation & negative of Microfiche Processing per image	9,15,000					
4	Cost of indexing , Meta Data would be captured in the key from image (KFI) method & Cataloguing per file	20,000					

- Cost of A3, A2, A1, A0 will be in multiples of A4
- Prices mentioned above are firm during the period of contract.

Yours faithfully,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Company Name/Address: Company Seal

Place and Date:

5.6 FORM:6 NON-DISCLOSURE AGREEMENT FORMAT

NON-DISCLOSURE AGREEMENT FOR SHARING RESTRICTED/PRIVATE/CONFIDENTIAL/SENSITIVE DATA

THIS AGREEMENT (the "**Agreement**") is entered into on this -- day of --- between **Bangalore Electricity Supply Company Limited (BESCOM),** a company incorporated under the provisions of Companies Act, 1956, having its registered office at K.R. Circle, Bengaluru-560001, Karnataka represented by the **GM (ICT & MIS), BESCOM** (the" **Disclosing Party"**), and --------- (the "**Recipient**" or the "**Receiving Party"**) having its registered office at ---------- hereinafter referred to individually as "Party", collectively as "Parties".

This agreement is entered into between the parties in accordance with the data sharing policy of BESCOM – 2019 and subsequent amendments issued thereof. The Recipient hereto desires to receive Information & Data <brief description> ("Data") in custody with BESCOM for the purpose of Digitization of documents using microfiche technology for BESCOM of Karnataka <brief description> ("Purpose") vide reference No. < ------- >. During the course of this agreement, Disclosing Party may share certain proprietary data with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Sharable Data

a) For purpose of this Agreement, "**Sharable Data**" means

i. Restricted/Private/Confidential Data - Data which is held privately by BESCOM and deemed not to be publicly available. This also includes the data which is directly or indirectly attributable to service providers / consumers / employees of BESCOM which BESCOM has deems to keep them confidential and private and not to be disclosed in public.

ii. Sensitive data - Sensitive data as defined in various Acts and rules of the Government of India.

The following are declared as Sensitive data by BESCOM:

a. Personally Identifiable Data (PID) of consumer/employees.

   The following are declared as Personally Identifiable Data (PID) by BESCOM.

   - Personal Identifiers like government issued identity card details, Contact details etc.
   - Passwords
   - Address/Geo-location data
   - Financial data;
   - Biometric data;
   - Religious or political beliefs or affiliations.

b. Geo-spatial data of assets and consumers.

c. Architectural details of IT/OT/IoT systems.

Sharable data need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated as Sharable data. The Receiving Party acknowledges that the Sharable data is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Sharable data as trade secrets.

b) The Data which is the subject of this Agreement, has been developed solely for internal use only by Disclosing Party, and Disclosing Party makes no warranties, representations or guarantees, either expressed or implied, as to the completeness, accuracy or correctness of the Data, nor accepts or assumes any liability arising from or for any incorrect, incomplete or misleading Data provided pursuant to this purchase/request. There are no warranties and/or representations, either expressed or implied, of merchantability or fitness of the Data for a particular purpose or use. Receiving Party will also use such disclosed information on an as-is where-is basis and disclaims all liability for any erroneous result arising out of usage of such information.

c) The data being shared shall comply with the Data sharing policy of BESCOM – 2019 and subsequent amendments issued thereof and is not part of non-sharable data as per the negative list published in the policy.

d) Notwithstanding anything stated above, Sharable data shall not include the data which:

i. was known by the Receiving Party prior to receiving the Sharable data from the Disclosing Party;

ii. becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality;

iii. is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement;

iv. is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of section 4 hereof shall apply prior to any disclosure being made; and

v. is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Sharable data.

2. Disclaimer, Restrictions and Terms of Data Usage

In obtaining and using Sharable data from BESCOM, recipient is agreeing to the following restrictions:

Restrictions:

The data shared by BESCOM with the recipient shall be used for the intended purpose as mentioned in this agreement duly complying the following:

a. In case, the data is sensitive, the data shall be used for the direct/indirect purpose or benefit of BESCOM, and not the purpose / benefit of receiving party alone.

b. The subsidiary benefit or service derived from direct or indirect use of data shall not infringe on any Intellectual Property/ trademark / copyrights, either in India or any other parts of the world.

c. The cost incurred for use of the data and any derived service shall be borne by the recipient.

d. The recipient shall not re-distribute/re-sell, nor perform work the data to any other party and shall not claim any sovereign rights over the data or the instruments / mechanisms used to generate / gather the data.

e. If any kind of documents is created using this data, recipient will make a note on or within the document that they have received the data from BESCOM.

f. If recipient edits the data to fit its needs, recipient will explicitly list that they have received the data from BESCOM, but the recipient alone is responsible for edits or changes.

g. BESCOM shall not be held responsible for any misrepresentation or adjustment of the data through data manipulation, tabular edits or spatial edits.

h. BESCOM shall not be held responsible for inappropriate or incorrect use of this data.

i. In case if the data pertains to Geographical Information System (GIS) of BESCOM,

- Data is for informational purposes only and should not be used to determine precise boundaries, parcel boundaries, appraisal, engineering, nor legal descriptions. BESCOM GIS data shall not be construed or used as an official survey or legal description. Site specific evaluation should be verified by field inspection. Primary sources from BESCOM GIS data must be consulted for verification of information contained in the data
- BESCOM shall not be held liable for any errors in the data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. No representation is made that the features presented accurately reflect true locations

j. BESCOM's data is deemed reliable but accuracy is not guaranteed. Use of this data should be with acknowledgement of the limitations of the data including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update.

k. BESCOM's data is distributed AS-IS. BESCOM will not change the format or projection to meet specific needs of recipient.

3. Disclosure of Sharable Data

From time to time, the Disclosing Party may disclose Sharable data to the Receiving Party. The Receiving Party will:

a. limit disclosure of any such data to its directors, officers, employees, agents or representatives (collectively "Representatives") by any means whatsoever who have a need to know such Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose. <Managed Network Service Provider name> may share confidential information with other <Managed Network Service Provider name> Firms (each of which is a separate and independent legal entity) and service providers for internal back office operations (e.g. hosting, risk and quality reviews), which may be located in India or outside. However, <Managed Network Service Provider name>will remain solely liable

to the Company for their acts. For avoidance of doubt, <Managed Network Service Provider name>Firm (s) means any entity (whether or not incorporated) which carries on business under a name which includes all or part of the <Managed Network Service Provider name>name or is otherwise within (or associated or connected with an entity within) or is a correspondent firm of the world-wide network of <Managed Network Service Provider name>.

b. advise its Representatives of the proprietary nature of the Sharable data and of the obligations set forth in this Agreement and require such Representatives to keep the Restricted / Confidential / Private / Sensitive data Restricted / Confidential / Private / Sensitive.

c. shall keep all such data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by them in safeguarding its own confidential information; and

d. not further disclose any such data received by them to any third party (except as otherwise provided for herein) without the prior written approval of the Disclosing party other than the third party engaged by the receiving party who require such data to perform services. Receiving party will be held responsible for any breach of this agreement by the third party.

4. Compelled Disclosure of Sharable data

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Sharable data pursuant to any governmental, judicial, or administrative order, subpoena, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality/sensitivity of the Restricted/Confidential/Private/Sensitive data; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that they shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Sharable data, disclosure of such Sharable data may be made without liability.

5. Term

This Agreement shall remain in effect for a period of <5> years as mentioned in the contract/MoU/Letter.

6. Remedies

Both parties acknowledge that the Sharable data to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of such data would destroy or diminish the value of such data. The damages to Disclosing Party that would result from the unauthorized dissemination of such data would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Sharable data in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief, as determined by a court of law/arbitrator. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses, as determined by a court of law/arbitrator.

7. Return of Material

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Sharable data provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Sharable data, in whatever form of storage or retrieval, upon the earlier of –

i. the completion or termination of the dealings between the parties contemplated hereunder;
ii. the termination of this Agreement; or
iii. at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable them to comply with its document retention policies.

Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying material (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the

Receiving Party supervising the destruction). The Receiving Party shall be entitled to retain a record of its involvement in the Purpose, as per its internal record retention policies, subject to confidentiality as per the terms of this Agreement.

8. Notice of Breach

a. Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Sharable data by any means whatsoever, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of such Information and prevent its further unauthorized use.

b. Receiving party if in case is a service provider engaged by BESCOM the liability clause as per the respective tender in addition to the arbitration clause stated in this agreement is applicable.

c. If at any point, BESCOM is of the opinion that there has been a breach of the NDA, then BESCOM may revoke any rights which it would have granted to the recipient for using its data, while giving adequate justification for such a revocation; the recipient shall be given an opportunity to clarify their position

9. Modification

Neither party will be under any legal obligation of any kind whatsoever with respect to a modification by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a modification at any time. If a modification goes forward, the non-disclosure provisions of any applicable modification documents entered into between the parties (or their respective affiliates) for the modification shall supersede this Agreement. In the event such provision is not provided for, in the said modification documents, this Agreement shall control.

This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

10. Settlement of Disputes

Any dispute that arises out of or in connection with the NDA between the parties shall be resolved amicably by the authorised representatives of the parties within 30 days on being referred by either party. In the event of any difference of opinion in this regard, the arbitration shall be referred to a mutually appointed arbitrator. Further, In the event of disagreement, the courts of Bengaluru shall have the jurisdiction and Indian laws are applicable. The place of arbitration shall be Bengaluru and the arbitration proceedings shall take place in English Language. The parties shall bear their respective cost of arbitration.

11. Severability

Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Sharable data, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

12. Miscellaneous

a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof.

b) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

c) Any notifications or communications to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received in the case of –

   i. Personal delivery or electronic-mail, on the date of such delivery
   ii. Delivery by a nationally recognized overnight carrier, on the third business day following dispatch and
   iii. Mailing, on the seventh business day following such mailing.

d) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

e) The receipt of sharable data pursuant to this Agreement will not prevent or in any way limit either party from:

   i. developing, making or marketing products or services that are or may be competitive with the products or services of the other; or

   ii. providing products or services to others who compete with the other.

f) This Agreement does not create a joint venture or partnership between the parties.

g) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SIGNED for and on behalf of: - **Bangalore Electricity Supply Company Limited (BESCOM)** Signature: Name: Designation: Address:	SIGNED for and on behalf of: - **< Service Provider>** Signature: Name: Designation: Address:

1. Witness: Name: Designation: Address: **2. Witness:** Name: Designation: Address: **3. Witness in presence of:** Name: Designation: Address:	**1. Witness:** Name: Designation: Address: **2. Witness:** Name: Designation: Address: **3. Witness in presence of:** Name: Designation: Address: